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File No.: 10001-10250

Via E-Mail

Todd W. Burns, Esq.
Burns & Cohan
444 West C Street, Suite 410
San Diego, California 92101

Re: *Dugan v. Nance, et al.*,
9th Cir. Case Nos. 14-55103, 14-55516, 14-55841

Dear Mr. Burns:

Thank you for the offer that was conveyed via e-mail by Ms. Corrigan today. The County and the defendants accept the offer as set forth below, with my signature to this letter evidencing their assent.

1. The parties agree to settle the matter, including all outstanding appeals, for \$1,635,000, (one million, six hundred and thirty-five thousand dollars) subject to final approval by the Los Angeles County Board of Supervisors.

2. Upon acceptance of these terms by plaintiff through counsel, execution of the judgment will be voluntarily stayed and all collection efforts as authorized by law against the defendants will cease, including but not limited to wage garnishment.

3. Upon payment and receipt of the settlement amount:

- a. the parties will execute mutual releases;
- b. plaintiff will execute and file a full satisfaction of judgment; and
- c. all pending appeals will be dismissed, with each side to bear its own costs.

4. In the event the settlement amount is not paid within 125 days of the date this offer is accepted by plaintiff through counsel by signature below, plaintiff has the right to withdraw from this agreement.

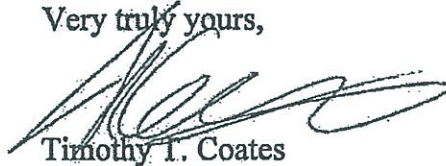
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5. In the event plaintiff withdraws from this agreement, or the Los Angeles County Board of Supervisors does not approve the settlement:

- a. the voluntary stay of execution is lifted;
- b. plaintiff may resume all collection efforts as authorized by law against defendants; and
- c. a briefing schedule will be set, with briefing to commence in January 2015.

If these terms are agreeable to you and to your client, please sign and date this letter below where indicated and return a PDF copy to me via e-mail.


Very truly yours,



Timothy I. Coates

On behalf of plaintiff and appellee Troy J. Dugan I hereby agree to the above terms.

Dated: July 31, 2014



TODD W. BURNS
Attorney for plaintiff and appellee Troy J. Dugan